

Holger Uhl
Churchill Law Offices
1101 W. River Street, Suite 110
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Boise, Idaho 83701
(208)343-5931

U.S. COURTS
2007-10-11 3:29
CLERK

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

65902

IN THE MATTER OF:)	
)	CASE NO: 99-1804
GARY NED GREGERSON,)	
LISA LYNN GREGERSON,)	MOTION FOR RELIEF FROM STAY
)	OR ADEQUATE PROTECTION
Debtors.)	AND NOTICE
_____)	

COMES NOW Associates Financial Services Company, (Lender), by and through Holger Uhl, its attorney of record, and pursuant to Bankruptcy Rules 4001 and 9014, who hereby respectfully moves the Court to Modify the 11 U.S.C. Section 362 Stay to permit Lender to foreclose its security interest in the following described real property:

See legal description attached as Exhibit "A"

Which has the street address of: 1211 4th Street N., Nampa, Idaho

In support of said Motion, Lender respectfully represents:

1. Lender is the present holder and beneficiary of a Note and Deed of Trust attached hereto as Exhibits "B & C" and incorporated herein by this reference.

2. There is now due and owing to Lender the principal sum of \$47,938.68 and three (3) post-petition payments for the months of August 1999 through October 1999 in the amount of \$494.12 for each month. There is a total due for delinquent post-petition payments and shortages of \$1,482.36. Late charges have accrued in the amount of \$74.13 for the months referred to above

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and continue to accrue at the rate of \$24.71 per month. Additionally the Debtors were in arrears pre-petition for 10 months in the amount of \$5,188.30 for payments and late charges for the months of October 1998 through July 1999. Attorney fees and costs have also been incurred in the amount of \$425.00 for the filing of this motion. The total amount now due to Lender, exclusive of accruing interest is \$55,108.47.

3. That the Claimant alleges and believes that the present fair market value of the property is \$ 39,000.00 based upon the current assessed value by the Canyon County Assessor. Thus, there is no equity for either the estate nor the debtors in the property herein . Lender's rights in the property are or may be impaired because of the debtor's continued possession thereof while in default on payments under the obligation.

4. If Lender is not permitted to foreclose its security interest in the real property described in the Exhibits attached hereto, it will suffer irreparable injury, loss and damage.

WHEREFORE, Lender asks the Court to enter its Order terminating, annulling or otherwise modifying the automatic stay in force in the case as to said property in favor of Lender, authorizing it to take such action as it may deem necessary to enforce its rights in said property according to law. In the alternative, in the event the Court does not modify the automatic stay as prayed for herein, Lender requests that the Court condition the continued possession and use of said property by Debtors, except upon provision to Lender of adequate protection requiring the cure and continuation of all payments on such obligation and additional security or such relief as deemed adequate by the Court.

NOTICE OF REQUIREMENTS OF L.B.R. 4001.2(d)(1)


AND 11 U.S.C. 362

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L.B.R. 4001.2(d)(1) - YOU ARE HEREBY NOTIFIED that a party in interest may oppose the above motion by filing and serving on the undersigned a written objection thereto at least five (5) days prior to the preliminary hearing. The objection must reasonably identify those matters contained in the motion which are to be at issue, and any other basis for opposition to the motion. It shall be the responsibility of a party opposing the above motion to see that the preliminary hearing required under 11 U.S.C. 362(e), as described below, is set by the calendar clerk of the bankruptcy court with notice of such hearing to the undersigned. 11 U.S.C. 362(e) - YOU ARE FURTHER NOTIFIED that pursuant to 11 U.S.C. 362(e) the stay of 11 U.S.C. 362(a) will vacate thirty three (33) days from the date of service of this motion unless the court, after notice and a preliminary hearing, and within the thirty-three day period, orders the stay continued in effect pending a final hearing and determination under 11 U.S.C. 362(d). You are further notified that in the event an order continuing stay is not entered within thirty-three (33) days from the date this motion is served, that the court may enter an order without further notice to you annulling the stay as requested in this motion. Any hearing must be upon notice to the undersigned and set by the calendar clerk of the Bankruptcy Court.

This Motion is made and based upon the records filed in this action.

DATED this 13 day of October, 1999.



HOLGER UHL
Attorney for Lender

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 15th day of October, 1999, I mailed a copy of the foregoing Instrument to;

GARY NED GREGERSON
3108 Ginger Ln
Nampa, ID 83686

LISA LYNN GREGERSON
3108 Ginger Ln
Nampa, ID 83686


Randal J French
POB 2730
Boise, ID 83701-2730

RICHARD E CRAWFORTH
2404 Bank Dr #312
Boise, ID 83705

Kimbell D Gourley
POB 1368
Boise, ID 83701-1368

U.S. Trustee
P.O. Box 110
Boise, Idaho 83701

by depositing a copy thereof in the United States mail, postage fully prepaid, in envelopes addressed to the foregoing address.



HOLGER UHL
Attorney for Lender.

PC 23863

Exhibit "A"

A portion of Lot 12 of Block 103, GRIFFITH and KINGS ADDITION as shown on the Official Plat thereof in Book 1 at Page 10 on file in the Office of the Recorder for Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the Northerly corner of said Lot 12; thence
South 45° 00' 00" East along the Northeasterly boundary of said Lot 12 a distance of 70.06 feet to the TRUE POINT OF BEGINNING; thence continuing
South 45° 00' 00" East along said boundary a distance of 70.06 feet of the Easterly corner of said Lot 12; thence
South 44° 58' 58" West along the Southeasterly boundary of said Lot 12 a distance of 50 feet to the Westerly corner of said Lot 12; thence
North 45° 00' 02" West along the Southwesterly boundary of said Lot 12 a distance of 70.06 feet; thence
North 44° 58' 53" East a distance of 50 feet to the TRUE POINT OF BEGINNING.

9802699

RECORDED

98 JAN 27 AM 11 48

RED J KERR
CANYON COUNTY RECORDER
BY *[Signature]*

REQUEST
TYPE *[Signature]* FEE 9.00
PIONEER — CALDWELL

EXHIBIT A

AGREED

INTEREST: 1.00

% per month on the unpaid

Balance.

11-1112 (Rev. 4-87) IDAHO CREDIT CODE - RE - 18

PROMISSORY NOTE					
ACCOUNT IDENTIFICATION	ST BR CO	ACCOUNT NO	FILE NO	BORROWER:	
11-411-381		644609934	10635	GARY N GREGGSON	
LENDER:				CO-BORROWER:	
AVCO FINANCIAL SERVICES OF IDAHO FALLS INC 318 CALDWELL BLVD NMPA ID 83651				MAILING ADDRESS: 3103 GINGER LN NMPA ID 83686	
ANNUAL PERCENTAGE RATE: The cost of your credit as a yearly rate.	FINANCE CHARGE: The dollar amount the credit will cost you.	Amount Financed: The amount of credit provided to you or on your behalf.	Total of Payments: The amount you will have paid after you have made all payments as scheduled.	DATE OF LOAN	
12.74 %	\$ 84362.47	\$ 45750.02	\$ 130112.49	01/21/96	
Your payment schedule will be:				PRINCIPAL BALANCE (Amount Financed plus Prepaid Finance Charge)	
Number of Payments		Amount of Payments	When Payments are Due		\$ 48037.52
179		\$ 494.12	Monthly beginning 02/26/98		
1		\$ 41665.01	01/26/13		

IN THIS PROMISSORY NOTE, the words, I, ME, and MY mean each and all of those who have signed it as Borrower. The word Avco means the Lender shown above.

TOTAL RATE OF INTEREST — I agree that the Total Rate of Interest is the Annual Percentage Rate shown above. The total consists of the Prepaid Finance Charges, which are not subject to rebate in the event of prepayment in full and the Agreed Rate of Interest which is computed on the unpaid principal balance outstanding from time to time.

TERMS OF PAYMENT — To repay my loan, I promise to pay Avco the above Principal Balance together with charges at the Agreed Rate until paid in full. Payments shall be made in the amount(s) as shown above until my loan is paid in full. Payments shall be applied first to accrued charges and the remainder to the Principal Balance. If any part of the Principal Balance of my loan remains unpaid after the date of the last scheduled payment, it shall continue to bear charges at the Agreed Rate until paid.

PREPAYMENT — Although I do not have to pay more than the fixed payments, I have the right to prepay this note in whole or in part at any time. The amount required to prepay my loan at any time shall be the unpaid Principal Balance plus accrued charges and, if applicable, the prepayment penalty. The Prepaid Finance Charge if any is not subject to refund in the event of prepayment in full.

PREPAYMENT PENALTY — If you, the customer, pay off (prepay) your loan during the first three (3) years of the contract, you will be charged a prepayment charge. The prepayment charges will not exceed an amount equal to six (6) months interest calculated on the current balance for the prior six (6) months at the rate of interest designated in the contract. If the prepayment occurs prior to the expiration of six (6) months from the date of contract, the prepayment charge will be calculated in the same manner, except the number of months will be the number of months the loan has existed. You will not be charged a prepayment charge if your loan is refinanced or consolidated with another loan by Avco. **SPECIAL PROVISION** (if applicable as indicated on this document): Avco may only charge a prepayment penalty as described in this section under the following conditions: 1) the penalty is limited to the first five years of the loan; 2) the loan is not a refinancing by Avco or an affiliate; and 3) at the date of this loan, my total monthly debts do not exceed 50 percent of my monthly gross income. I will not be charged such a penalty, if the federal disclosure statement so indicates.

LATE CHARGE AND DEFAULT — If any scheduled payment is not paid in full within 15 days after its scheduled due date, I agree to pay Avco 5% of the unpaid amount of any installment or \$10.00, whichever is greater. **SPECIAL PROVISION** (if applicable as indicated on this document): Avco may not raise the interest rate after default.

I will be in default under my loan if I do not pay an installment on time or if I wrongfully sell or dispose of any property put up as security for my loan or if I fail to perform any other promise made in this note or in any security instrument I have given. If this happens, Avco can demand immediate payment of the full balance of my note, including accrued charges. Avco also has the right to take possession of any security given for my loan and/or to sue me for the balance I owe. In the event of my default, I agree to pay Avco's reasonable expenses incurred in realizing on the security for my loan, and if the Amount Financed of my loan is more than \$1,000.00, I agree to pay Avco's reasonable attorney's fees if Avco refers the collection of my loan to an attorney who is not a salaried employee of Avco.

INSUFFICIENT FUNDS CHECKS — I agree to pay Avco \$15.00 if my check or other similar instrument is not paid or is dishonored by my bank or other depository institution.

BALLOON PAYMENT REFINANCING — If my loan provides for a Balloon Payment (any payment more than twice the size of any other regularly scheduled payment), Avco will refinance such Balloon Payment when due, if requested by me, at the Agreed Rate of Interest charged on this loan or at Avco's then prevailing Agreed Rate of Interest, whichever is greater, if I am not then and have not in the past been in default and if there has been no material change in my financial position. Avco reserves the right to require that such new loan be repayable in substantially equal installments with no Balloon Payment and that the term of such new loan not exceed the maximum term customarily offered by Avco for loans repayable in substantially equal installments with an Amount Financed equal to the amount of such Balloon Payment.

IRREGULAR PAYMENT — Avco can accept late payments or partial payments even if marked "Payment in Full", without losing any of its rights under this note.

DELAY IN ENFORCEMENT — Avco can delay enforcing any of its rights under this note without losing them if I default under my loan and Avco has the right to declare the full balance immediately due and payable but elects not to do so, this does not mean that Avco cannot do so in the future if I again default.

COMAKERS — If I am signing this note as Comaker, I agree to be equally responsible with the primary borrower for its payment. Avco does not have to notify me that it has not been paid, Avco can change the terms of payment and/or release any security without notifying me or releasing me from responsibility on this note. Avco can require me to pay it without first demanding payment from the primary borrower.

ARBITRATION — In consideration of this loan, Avco and I ("Parties") individually and severally agree as follows: (1) this transaction involves interstate commerce as defined in the United States Arbitration Act, Title 9, United States Code, ("Arbitration"). (2) All controversies, claims or disputes (collectively, "Disputes") relating to or arising out of any dealings between the Parties, including prior and future dealings between the Parties, even if the Disputes include other persons or entities, EXCEPT FOR Disputes initiated by Avco relating to or arising out of any default by me, shall be submitted to final, binding Arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in force, except as herein modified. (3) Controversies regarding whether a particular Dispute is subject to Arbitration hereunder shall also be decided by the Arbitrator (hereinafter defined). (4) Judgment upon the award rendered by the Arbitrator may be entered in any court having competent jurisdiction thereof. (5) In the event of a Dispute, except those excluded in Subparagraph (2) above, the Parties: a) waive the right to seek any remedies in court, except for interim or provisional relief that is necessary to protect the rights or property of the Parties; b) waive the right to a jury trial; c) waive the right to pretrial discovery otherwise permitted in court proceedings; d) waive any right to require the Arbitrator to include factual findings or legal reasoning in any award; e) waive the right to appeal or to seek modification of rulings by the Arbitrator. Either Party may commence Arbitration after any notice is received of the existence of a Dispute. (6) The Arbitration will be held at a location designated by the Arbitrator which is reasonably convenient to the Parties. (7) The Parties will share all fees and expenses of the Arbitration equally, and each Party shall pay the expense of its own counsel, experts, witnesses, and preparation and presentation of proof. (8) The Arbitrator shall determine the rights and obligations of the Parties according to the substantive and procedural rules of the state where the Arbitration is held. (9) The Parties shall select one Arbitrator, who shall be neutral and objective and an active or retired lawyer or judge in the state where the Arbitration is held, with expertise in deciding disputes and interpreting financial contracts. The Arbitrator shall be selected by mutual agreement from a list of proposed Arbitrators from the AAA, or, if the Parties are unable to agree upon an Arbitrator, the Arbitrator shall be selected by the AAA from its list of proposed Arbitrators. (10) In addition to the Parties, the Arbitration shall include any person or entity who or which agrees to be a party to the Arbitration and be bound by the terms of the provisions contained herein.

SPECIAL PROVISION (if applicable as indicated on this document):


NOTICE TO ASSIGNEE/PURCHASER: THIS IS A MORTGAGE SUBJECT TO SPECIAL RULES UNDER THE FEDERAL TRUTH IN LENDING ACT. PURCHASERS OR ASSIGNEES OF THIS MORTGAGE COULD BE LIABLE FOR ALL CLAIMS AND DEFENSES WITH RESPECT TO THE MORTGAGE THAT THE BORROWER COULD ASSERT AGAINST THE CREDITOR.

☐ IF CHECKED AT LEFT, THE FOLLOWING NOTICE APPLIES. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

☒ I understand that the provisions of my loan entitled **SPECIAL PROVISION** only apply if this box is checked.

I HAVE READ THE TERMS AND CONDITIONS ABOVE AND AGREE TO BE BOUND BY THEM. I HAVE RECEIVED A COMPLETELY FILLED-IN COPY OF THIS PROMISSORY NOTE. I DIRECT AVCO TO APPLY THE AMOUNT FINANCED AS AUTHORIZED ON THE ITEMIZATION OF AMOUNT FINANCED.

By 
FOR LENDER (WITNESS TO ALL)


BORROWER

BORROWER

PROMISSORY NOTE — ORIGINAL

EXHIBIT B

DEED OF TRUST WITH POWER OF SALE

GRANTOR(S):		ACCOUNT NUMBER:
644609934		
LAST NAME	FIRST	INITIAL
GREGERSON	GARY	N
SPOUSE'S NAME		
LISA L. GREGERSON		

THIS DEED OF TRUST, Made this 26TH day of JANUARY, 1998
 BETWEEN GARY N. AND LISA L. GREGERSON (Husband and wife) herein called GRANTOR,
 and PIONEER TITLE CO an IDAHO Corporation, herein called TRUSTEE, and
AVCO FINANCIAL SERVICES an IDAHO Corporation, herein called BENEFICIARY,
 whose address is 318 CALDWELL BLVD Nampa, ID. 83651
 WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of CANYON State of Idaho, described as follows and containing not more than 20 acres

SEE EXHIBIT "A"



together with all buildings and improvements now or hereafter erected thereon including but not limited to all screens, awnings, shades, storm sash and blinds, and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this Deed of Trust, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, and all streets, lanes, alleys, passages, ways, waters, water courses, rights, liberties and privileges, whatsoever thereunto belonging or in anywise appertaining and the reversions and remainders, all of which is referred to hereinafter as the "premises".

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Grantor contained herein; (2) Payment of the principal sum with interest, as provided in accordance with the terms and provisions of a Loan Agreement/Promissory Note (hereinafter referred to as "Loan Agreement") dated JANUARY 26, 1998 herewith executed by Grantor and payable to the order of Beneficiary in the principal sum of \$ 48,037.52, and having the date of its final payment due on 1/26/2013, or as extended, deferred or rescheduled by renewal or refinancing; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Beneficiary to Grantor in a maximum sum of \$ 48,037.52. This paragraph shall not constitute a commitment to make additional loans in any amount; (4) The payment of any money that may be advanced by the Beneficiary or Grantor or to third parties, with interest thereon, where the amounts are advanced to protect the security in accordance with the covenants of this Deed of Trust.

All payments made by Grantor(s) on the obligation secured by this Deed of Trust shall be applied in the following order:

FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Grantor(s).

SECOND: To the payment of interest due on said loan. THIRD: To the payment of principal.

TO PROTECT THE SECURITY HEREOF, GRANTOR(S) COVENANTS AND AGREES: (1) To keep said premises insured against loss by fire and other hazards, casualty and contingencies up to the full value of all improvements for the protection of Beneficiary in such manner, in such amounts, and in such companies as Beneficiary may from time to time approve, and that loss proceeds (less expense of collection) shall, at Beneficiary's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In event of loss Grantor will give immediate notice by mail to the Beneficiary who may make proof of loss if not made promptly by Grantor and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor. (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, and to deliver to Beneficiary upon request of the Beneficiary, the official receipt showing payment of all such taxes and assessments. (3) In the event of default by Grantor under Paragraphs 1 or 2 above, Beneficiary, at its option, may (a) place and keep such insurance above provided for in force throughout the life of this Deed of Trust and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof; and (c) such disbursements shall be deemed a part of the indebtedness secured by this Deed of Trust and shall be immediately due and payable by Grantor to Beneficiary. (4) To pay when due any lien on the property which is senior to the lien of the Beneficiary and, notwithstanding any right or option granted by any senior lien or by any senior lienholder, to permit the principal balance of such senior lien to increase. Trustee will not permit the principal balance of any senior lien to increase above the balance at the time of the making of this Trust Deed until this Trust Deed shall have been paid in full. (5) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to law, and to permit Beneficiary to enter at all reasonable times for the purpose of inspecting the premises; not to remove or demolish any building thereon; to restore promptly and in a good and workmanlike manner any buildings which may be damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (6) That he will pay, promptly the indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Loan Agreement and this Deed of Trust, and that the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or the priority of this Deed of Trust, and that he does hereby forever WARRANT and will forever DEPEND the title or the rights or powers of Beneficiary or Trustee against the lawful claims of any and all persons whatsoever. (7) Not to sell, encumber, or otherwise dispose of the property or place any lien or give any Mortgage upon said property, without written consent of the Beneficiary.

IT IS MUTUALLY AGREED THAT: 1. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Loan Agreement to Trustee for cancellation and retention and upon payment of fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

2. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, including causing or permitting the principal balance of any senior lien to increase above the principal balance at the time of the making of this Mortgage or in the event the obligation secured hereby is assumed by anyone not a party to this instrument without the consent of the Beneficiary, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary, and the acceptance of payments upon said indebtedness shall not constitute a waiver of the option of the Beneficiary to determine said sums immediately due and payable. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause or to sell the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

EXHIBIT C

Notice of sale having been given as required by law, and not less than the time then required by law, having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at time of sale. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

3. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

4. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a Trustee or Trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such Trustee or Trustees, and such new Trustee or Trustees shall succeed to all of the powers and duties of the Trustee or Trustees named herein.

5. Whenever, by the terms of this instrument or of said Loan Agreement, Beneficiary is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Beneficiary of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

6. Each of the undersigned hereby waives the right to claim any damage for trespass, injury or any tort occasioned by or resulting from the exercise by the Holder of the rights given hereunder or any attempt to exercise any other right the Holder is herein granted, or any other right that the Holder has or may have. Grantor hereby expressly authorizes Beneficiary to enter upon said premises to inspect, protect, foreclose or exercise any other right the Holder is herein granted, without notice.

By accepting payment of any sum accrued hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. If Grantor shall pay said Loan Agreement at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.

8. All Grantors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Deed of Trust shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Deed of Trust to the singular shall be construed as plural where appropriate.

9. Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

10. Should said property or any part thereof be taken by reason of condemnation proceeding, Beneficiary shall be entitled to all compensation, awards, other payments therefor and apply the same on said indebtedness.

11. If any of the undersigned is a married person, he represents and warrants that this instrument has been executed on his behalf, and for his sole and separate use and benefit and that he has not executed the same as surety for another.

12. This Deed of Trust shall be construed according to the laws of the State of Idaho and it is agreed that the loan hereby secured is made subject to the Idaho Uniform Consumer Credit Code and shall be considered for all purposes a Consumer Loan.

IN WITNESS WHEREOF the said Grantor has to these presents set hand and seal this date JANUARY 26, 1998

Gary N. Gregerson (SEAL)
Grantor-Borrower (GARY N. GREGERSON)

Lisa L. Gregerson (SEAL)
Grantor-Borrower (LISA L. GREGERSON)

STATE OF IDAHO, COUNTY OF CANYON
On this 26th day of JANUARY, 1998,
before me, a Notary Public in and for said State, personally appeared

GARY N. GREGERSON
LISA L. GREGERSON
known to me to be the person signed and acknowledged to me that
subscribed to the within instrument and acknowledged to me that
THEY executed the same

Virginia Robinson
Residing at Kuna, Id
Notary Public
Idaho

STATE OF IDAHO, COUNTY OF _____
I HEREBY CERTIFY That this instrument, was filed for record at the
request of _____
at _____ minutes past _____ o'clock _____ M.,
this _____ day of _____, 19____,
in my office, and duly recorded in Book _____
of Mortgages at page _____

Ex Officio Recorder
By _____
Deputy

Fees: \$
Mail to:

DEED OF TRUST
WITH POWER OF SALE

GRANTOR

TRUSTEE

BENEFICIARY

Dated _____, 19____

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL
ADVANCES MUST BE PRESENTED WITH THIS REQUEST FOR RECONVEYANCE

To _____ Trustee: _____ Idaho, _____, 19____

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to _____

The undersigned hereby certifies that _____
the owner _____ and holder _____ of the debt mentioned in said Deed of Trust and that the same has never been assigned or transferred.

Address _____ Telephone _____

NO. 1343 (1982)
 LRA Plain Language Commitment
 PC 23863

Exhibit "A"

A portion of Lot 12 of Block 103, GRIFFITH and KINGS ADDITION as shown on the Official Plat thereof in Book 1 at Page 10 on file in the Office of the Recorder for Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the Northerly corner of said Lot 12; thence
 South 45° 00' 00" East along the Northeasterly boundary of said Lot 12 a distance of 70.06 feet to the TRUE POINT OF BEGINNING; thence continuing
 South 45° 00' 00" East along said boundary a distance of 70.06 feet of the Easterly corner of said Lot 12; thence
 South 44° 58' 58" West along the Southeasterly boundary of said Lot 12 a distance of 50 feet to the Westerly corner of said Lot 12; thence
 North 45° 00' 02" West along the Southwesterly boundary of said Lot 12 a distance of 70.06 feet; thence
 North 44° 58' 53" East a distance of 50 feet to the TRUE POINT OF BEGINNING.

9802699

RECORDED

38 JUN 27 AM 11 48

REC'D J KERR
 CANYON CNTY RECORDER
 BY *[Signature]*

PIONEER - CALDWELL

REQUEST
 TYPE *[Signature]* FEE 9.00